

City of Merced



Purchasing Division

Purchasing@cityofmerced.org

Request for Bids # 02042025

Public Safety Vehicle Equipment (parts and/or installation)

Bids Due

Tuesday, February 4, 2025 at 2:00 p.m.

General Bid Information

I. Overview of Requirements

- A. The City is seeking to establish a contract with one or more suppliers to procure the **goods and/or services** per Exhibit A Specifications.
- B. The City is also seeking to establish a contract with one or more vendors to upfit vehicles with parts and equipment per Exhibit A Specifications.
- C. The term of the contract(s) is one (1) year with the possibility of an automatic renewal for a second year upon price update review and acceptance by the City.
- D. Price increases for the contract renewal will be allowed for up to 3% based on the PPI index.
- E. Submit one (1) bid to supply parts only, and one (1) bid that includes parts and installation time and cost. Vendors can submit a bid for parts only or for both parts and installation; however, the City encourages bidders to make a submission for both parts only and for parts and installation as well.

II. Bidder Qualifications

- A. Bidders must be an authorized dealer for the specified equipment and capable of selling, delivering, installing, and servicing the items as specified in Exhibit A.
- B. Bidders must submit certification as evidence showing them as authorized dealers in good standing with the manufacturers of the parts listed in Exhibit A.
- C. Bidders are advised that under Government Code Section 1126 officers and employees of the City are not eligible to bid on City contracts (to provide equipment, materials, supplies or services to the City) or to enter into a lease or other agreements with the City. Any bid submitted by a City officer or employee, either individually or through a partnership, corporation, or other form of business entity or association, will be rejected and may subject the employee to discipline under the City's Personnel Rules, Article XIX Section 19.02.

III. Definitions, Acronyms, and Abbreviations

- A. Bid Documents = City documents, forms, exhibits, etc. attached to bid.
- B. Bidder = the prospective or actual bidder.
- C. City = City of Merced
- D. Contractor = the awarded bidder.
- E. CR = City Representative.
- F. RFB = Request for Bids: City-provided electronic documents/postings.

IV. Submission Details

- A. Bid due date: no later than time and date specified in cover page above.
- B. **Mail in deliveries:** City of Merced, 678 W. 18th St, Merced CA, 95340 (no electronic deliveries such as email, CD, or USB memory drive)
- C. **In-person or parcel post deliveries:** City of Merced Purchasing Division, 2525 O St, Merced CA, 95340

- D. Please clearly mark the outside of the envelope with the **bid number and title.**
- E. Submit completed and signed **Exhibits A, B, and C,** in a **sealed envelope**. No bids will be considered without them.
- F. Please submit original bid package **plus one copy**.

Exhibit A: Specifications

I. Bid Line Items and Pricing

A. Deviations

- 1. **SUBSTITUTIONS** and **ALTERNATES** are **acceptable** with City review and approval.
- 2. Do <u>NOT</u> include <u>additional</u> optional equipment or packages unless it is <u>required</u> by the manufacturer's standards to conform to City specifications.

B. Pricing Sheet

Pricing for parts shall be entered in table B.1. Pricing for installation shall be entered in 1a after each

1. Parts and installation tables for 2025 Ford Police Pursuit SUV

	TABLE 1: SUV (PARTS ONLY)					
Qty	Description	Unit Price	Extd Price			
8	Federal Signal 51" Valor 2 Color lightbar R/B with rear R/B amber, white alley, all white front w/ Hook KIT	\$3,031.00	\$24,248.00			
8	200W Siren Amp with 17 Button Remote Controller Includes 1 Siren	\$1,302.00	\$10,416.00			
8	100W compact siren/speaker with mounting bracket	\$286.00	\$2,288.00			
8	OBDII Cable fits '20 FPI Utility	\$137.00	\$1,096.00			
8	Mirror Mnt Bracket Holds 1 MPSMW9 Light fits '20+ FPI Utility (Pair)	\$29.00	\$232.00			
8	Expansion Module 24 Channel	\$265.00	\$2,120.00			
16	Micropulse WideAngle 9 LED Light R/B/W	\$184.00	\$2,944.00			
8	Push bumper with four micro pulse ultra-lighting	\$1,087.00	\$8,696.00			
16	Micropulse Ultra Trio. Red/Blue/White	\$149.00	\$2,384.00			
16	Generic L-Bracket for (1) MPS600	\$12.00	\$192.00			
8	Setina 10XL-C Partiton for 2020 Ford FPI U	\$951.00	\$7,608.00			
8	Setina #12 Rear Partition Coated Poly w/replacement Seat & CP Seat Belts	\$1,402.00	\$11,216.00			
8	Setina TPO Black Plastic Door Panels	\$280.00	\$2,240.00			
8	Setina Window Barrier Steel Vertical	\$280.00	\$2,240.00			
8	Setina Cargo Box req.'s 12vs or Freestand fits '20 FPI Utility	\$1,529.00	\$12,232.00			
8	Setina Cargo Box Accessory Cargo Radio Tray With No lock TRN	\$331.00	\$2,648.00			
8	Setina 3 Piece Window Barrier System for Cargo Area 2020 FPLU	\$416.00	\$3,328.00			
8	Setina Steel Skid Plate fits '20 FPI Utility	\$322.00	\$2,576.00			
8	Setina PB5 Fender Wraps fits '20 FPI Utility	\$560.00	\$4,480.00			
8	Setina Dual Weapon Rack 1 Small 1 Univ XL Lock Handcuff Key	\$441.00	\$3,528.00			
8	Troy 18" VS Console fits '20 FPI Utility	\$481.00	\$3,848.00			
8	Troy 4" Face Plate for FS Pathfinder 17 Button Control Head	Included	Included			
8	Troy 3" Face Plate for Motorola XTL2500 05/07 Remote Head	Included	Included			
8	1" Blank Troy Face Plate	Included	Included			
16	3" Blank Troy Face Plate	Included	Included			
8	Troy 4" Dual Beverage Holder	\$51.00	\$408.00			
8	Troy Mic Clip	\$15.00	\$120.00			
8	Magnetic Mic Conversion Kit	\$42.00	\$336.00			

City of Merced Fleet

8	Map Light 12" On/Off Switch Neck Extends from End of Chasis. Vertical Mount.	\$98.00	\$784.00
8	Troy 6" Arm Rest	\$93.00	\$744.00
8	Troy Heavy Duty Sliding Docking Station/Laptop Mount System Old p/n CM-SDMT-SL-GJ30	\$471.00	\$3,768.00
8	Bussman 150amp Resettable Circuit Breaker Old p/n CB185-150	\$47.00	\$376.00
8	Blue Seas Solenoid/Timer. 120amp 12vdc Old P/N 7615B	\$123.00	\$984.00
8	12 Circuit Water Resistant Fuse Block w/Cover Old P/N 5029	\$42.00	\$336.00
	Total	\$14,802.00	\$118,416.00
	Estimated Freight		\$1,256.00

8 Ford FPIU Fuse block mounting brackets 8 Relays 8 Nu-Tech Roof Entry Port 8 Installation Material Bundle 8 Vehicles 39hrs each WILL INCLUDE INSTALLTING THE PARTS LISTED IN TABLE 1 AND A CUSTOMER PROVIDED MOTOROLA RADIO THATWILL INCLUDE ALL REQUIRED PARTS NEEDED TO INSTALL IT AND A CUSTOMER PROVIDED \$50.00 \$400 \$11.2 \$25.00 \$200 \$3,20 \$3,20 \$51,4	Qty./ Hrs.	Description	Unit Price	Extd Price
8 Relays \$14.00 \$112 8 Nu-Tech Roof Entry Port \$25.00 \$200 8 Installation Material Bundle \$400.00 \$3,20 8 Vehicles 39hrs each WILL INCLUDE INSTALLTING THE PARTS LISTED IN TABLE 1 AND A CUSTOMER PROVIDED MOTOROLA RADIO THATWILL INCLUDE ALL REQUIRED PARTS NEEDED TO INSTALL IT AND A CUSTOMER PROVIDED \$51,4				\$400.00
Nu-Tech Roof Entry Port Installation Material Bundle Vehicles 39hrs each WILL INCLUDE INSTALLTING THE PARTS LISTED IN TABLE AND A CUSTOMER PROVIDED MOTOROLA RADIO THATWILL INCLUDE ALL REQUIRED PARTS NEEDED TO INSTALL IT AND A CUSTOMER PROVIDED S25.00 \$200. \$3,20 \$51,4	8			\$112.00
Installation Material Bundle 8 Vehicles 39hrs each WILL INCLUDE INSTALLTING THE PARTS LISTED IN TABLE 1 AND A CUSTOMER PROVIDED MOTOROLA RADIO THATWILL INCLUDE ALL REQUIRED PARTS NEEDED TO INSTALL IT AND A CUSTOMER PROVIDED \$3,20 \$51,4	8	Nu-Tech Roof Entry Port		\$200.00
8 Vehicles 39hrs each WILL INCLUDE INSTALLTING THE PARTS LISTED IN TABLE 1 AND A CUSTOMER PROVIDED MOTOROLA RADIO THATWILL INCLUDE ALL REQUIRED PARTS NEEDED TO INSTALL IT AND A CUSTOMER PROVIDED \$165.00 \$51,4	8			\$3,200.00
The state of the s	312	1 AND A CUSTOMER PROVIDED MOTOROLA RADIO THATWILL INCLUDE ALL		\$51,480.00

2. Parts and installation tables for **2025 Ford Police Responder Crew Cab Pickup**

	TABLE 2: PICKUP TRUCK (PARTS ONLY)		
Qty	Description	Unit Price	Extd Price
2	Federal Signal 51" Valor Bar, 51" with SpectraLux LED Technology SPECIFY CONFIG Config: 1664216942		
2	Front: Red/White and Blue/White Rear: Red/Amber and Blue/Amber Domes: Clear		
2	Fed Sig Hi Performance Hook Kit fits '21+ FPI Utility		
2	100W Siren Amp with 17 Button Remote Controller Fed Sig OBDII Cable fits '20 FPI Utility		
2	100 watt Siren Speaker		
2	Universal Siren Bracket for ES100 Siren		
2	Expansion Module 24 Channel		
2	Micropulse WideAngle 9 LED Light R/B/W		
2	Mnt Bracket Holds 1 MPSMW9 Light fits '20+ FPI Utility (Pair)		
2	Micro-Pulse Ultra Blue Old p/n MPS600U-BB		
2	Micro-Pulse Ultra Red/Red Old Part# MPS600U-RR		

2	Setina PB450L4 Push Bumper 4 Fed Sig Micropulse Ultra fits '20 FPI Utility		
2	Troy VS 18" Console fits '20 FPI Utility 10" Slope 8" Level		
2	Troy 4" Face Plate for FS Pathfinder 17 Button Control Head		
2	Troy 3" Face Plate for Motorola XTL2500 05/07 Remote Head		
2	1" Blank Troy Face Plate		
6	2" Blank Troy Face Plate		
2	Troy 4" Dual Beverage Holder		
2	Troy Side Mount Arm Rest Rotoates 360' & Flips Up		
2	Troy Mic Clip		
2	Magnetic Mic Conversion Kit		
2	Pro-gard Gun Rack Overhead AR Slot Key		
2	Setina Premier K9 System w/Door Pop fits FPI Utility	- B	
2	Setna Premier K9 Pager System fits FPI Utility		
2	Setina K9 No Spill Water Bowl Universal Fit		
2	Setina Maxi Thin 10" Fan		
2	Owens Products K9 Transport fits '20-'25 FordFPI Utility		
2	Setina T-Rail with lock, #2 key		
2	Setina Cargo Box fits '20-'22 FPI Utility Req's Setina 12VS or Free Stand		
2	Setina Cargo Box Accessory Cargo Radio Tray With No lock TRN		
2	Setina Free Standing Cargo Bracket Kit 2020 Ford FPI U		
2	12 Circuit Water Resistant Fuse Block w/Cover		
2	Bussman 150amp Resettable Circuit Breaker		
2	Blue Seas Solenoid/Timer. 120amp 12vdc		
	Total		

	TABLE 2a: PICKUP TRUCK (PARTS & INSTALLATION)					
Hrs.	Description	Unit Price	Extd Price			
	Total					

Order Fulfilment

I. Quantities

- A. The quantity of items City estimates to purchase appears in the pricing sheet. Final quantities for each item may be more or less, depending on City's ability to secure public safety vehicles in the market. This sheet does not commit City to purchase neither all the items nor all the quantities shown in it at any given time.
- B. City may purchase additional quantities at the same bid prices for the duration of the resulting contract at the same price based on model availability and the exact same configuration as in Exhibit A-Specifications. Price will be updated for year 2.

II. Pricing

A. Pricing Terms

- 1. **Unit Price** to include everything such as (but not limited to) transportation, delivery, offloading, preparation, documentation, transfer charges, environmental and disposal fees. No other costs will be considered.
- Discounts: all applicable discounts must be factored into the unit price.
- 3. **Fixed Unit Prices:** prices are fixed through the first year of the contract for all units in Exhibit A. Pricing for the second year will be provided to City for review and approval at least 30 calendar days before contract renewal. Price Increases for the second year will be based on the U.S. Department of Labor, Bureau of Labor Statistics Producers Price Index (PPI). The base month for calculating potential PPI increases (3% maximum) will be the month the contract started.
- 4. Government-Mandated Fees: must be included in unit price.
- 5. **Sales Tax:** City will add the appropriate sales tax to each order and pay directly to the California Franchise Tax Board, only when necessary (i.e. vendor is from outside the state and is not required to collect taxes).

B. Disallowed Costs

- 1. **Business Permits, Licenses and Fees**: obtain, at Contractor's sole expense, all permits and licenses required in connection with providing the required units and in Contractor's name.
- 2. **Additional charges** not allowed: no fuel surcharges, no mileage rates, no minimum order quantities, etc.

C. Bid Results Price Sheet

- 1. The awarded bidder's Price Sheet, as accepted by City, will be incorporated as part of the resulting contract.
- 2. The City reserves the right to reject any and or all bids, split the bid award, award or to accept the bid that best serves the public purpose, even though it may not be the lowest.

III. Delivery

 Delivery of equipment will be made F.O.B. Merced Fleet, 1776 Grogan Ave, Merced 95341 within 90 days After Receipt of Order (A.R.O.) unless City is given written notice and accepts of extended period required for delivery.

CONTINUES ON NEXT PAGE

EXHIBIT B: Non-Collusion Affidavit

Note: To be executed by Offeror and submitted with Offer.

State of California			
(the State of the County of Fresno	place of business)		
(the County of th	e place of business)		
David Burchfield		, being	first duly sworn, deposes and
says that he/she is Director o f	son signing this form) Operations		of
Cook's Communication's Co	(titl	e of the person signing this form)	
(name of off	ering company)		ty making the foregoing offer
that the offer is not made in the in	nterest of, or on be	half of, any undisclosed p	person, partnership, company,
association, organization, or co	rporation; that the	offer is genuine and no	ot collusive or sham; that the
OFFEROR has not directly or inc	directly induced or	solicited any other offeror	to put in a false or sham offer;
that the OFFEROR has not dire	ctly or indirectly co	lluded, conspired, conniv	red, or agreed with any offeror
or anyone else to put in a sham o	offer, or to refrain fro	om offering; that the OFF	EROR has not in any manner,
directly or indirectly, sought by a	greement, commu	nication, or conference w	ith anyone to fix the offer price
of the OFFEROR or any other of	feror, or to fix any	overhead, profit, or cost e	element of the offer price, or of
that of any other offeror; that all	statements contai	ned in the offer are true;	and, the OFFEROR has not,
directly or indirectly, submitted h	is or her offer price	or any breakdown there	eof, or the contents thereof, or
divulged information or data re			
organization, depository, or to a			
has not paid, and will not pay, ar			
Any person executing this decla	ration on behalf o	f a OFFEROR that is a	corporation, partnership, joint
venture, limited liability company	limited liability par	tnership, or any other ent	tity, hereby represents that he
or she has full power to execute,			
I declare under penalty of perjur			
correct and that this declaration i			7
		0//	1-11
	Signed:	You hands	alv
	Printed Name:	David Burchfield (si	ignature)
	Title:	(name of the pe	rson signing this form) ns
	Date:	(title of the pers	son signing this form)
		(dat	te signed)

Notary is <u>not</u> required for this offer.

EXHIBIT C: Contract Terms

I. Attachment A—Services Agreement

- A. Please click on the attached pdf document.
 - 1. Review the terms and conditions. This will be the contract form to be completed only by the awarded bidder(s).



2. Fill out, date, and sign the fields below to certify that Bidder has read all documents associated with this RFB, and Bidder understands all its requirements. By signing, Bidder acknowledges his/her willingness and ability to enter into a contract with City and to fulfill all pertinent obligations.

COMPANY: Cook's Communication's Corp.

BY: David Burchfield

TITLE: Director of Operations

SIGNATURE:

DATE: 2/5/25

PHONE: 559-233-8818

EMAIL: Davidb@cookscom.com

PAYMENT TERMS: (Net 30, 45) Net 30

NOTICE

ALL BIDS MUST BE SIGNED



CITY OF MERCED

ADDENDUM NO: 1

SOLICITATION NO: 02042025

SOLICITATION NAME: RFB for Public Safety Vehicle Equipment

DATE: 01/29/2025

The additions, omissions, clarifications, and corrections herein shall be made to the bid and shall be included in the bid submittal if necessary. The remainder of the documents remain unchanged.

We hereby notify all prospective bidders that as of the date of addendum 1:

- 1. The following items from "TABLE 2: PICKUP TRUCK (PARTS ONLY)" are being excluded from this bid solicitation.
- 2 Pro-gard Gun Rack Overhead AR Slot Key
- 2 Setina Premier K9 System w/Door Pop fits FPI Utility
- 2 Setna Premier K9 Pager System fits FPI Utility
- 2 | Setina K9 No Spill Water Bowl Universal Fit
- 2 | Setina Maxi Thin 10" Fan
- 2 Owens Products K9 Transport fits '20-'25 FordFPI Utility
- 2 | Setina T-Rail with lock, #2 key
- 2 Setina Cargo Box fits '20-'22 FPI Utility Req's Setina 12VS or Free Stand
- Setina Cargo Box Accessory Cargo Radio Tray With No lock TRN
- 2 Setina Free Standing Cargo Bracket Kit 2020 Ford FPI U
 - 2. The form of contract specified in "EXHIBIT C: Contract Terms" is not longer applicable and is being replaced with the terms and conditions for purchase orders (here pasted below). All orders will be processed via purchase order. Bidders are still required to sign Exhibit C.



Ts & Cs for POs.pdf

- 3. Awarded bidder(s), by submitting a bid, agree to warrant bid pricing for at least 90 days after bid opening date.
- 4. The **Q&A** follows next.
- **Q/A** Are electronic bid submissions accepted/No. Bid response submissions are only accepted in sealed paper envelopes.



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- Q/A How can City help bidders manage freight costs?/City will endeavor to place a single, full order for all items in each parts table. Bidders will submit freight costs as of the date of their bid submission with documents showing legitimate costs. Should freight costs increase after bid award, awarded bidder will provide documentation as to justify the extra charge. Likewise, bidder will provide a credit to City should freight costs actually decrease from original submission.
- Q/ Will City still buy all parts shown in bid tables even if the number of vehicles available changes?/City already has the eight units for these parts on order (minus the parts in point 1 of addendum 1).
- Q/A How can bidders account for consumable materials that are ancillary to installation of items for tables 1a and 2a (PARTS & INSTALLATION)?/Bidders can submit a separate estimate with their bid submission. Any deviations after the bid opening will have to be approved by City's fleet management.

JULIO C. MARQUEZ, CPPB Purchasing Supervisor

End of Addendum

CITY OF MERCED PURCHASE ORDER TERMS AND CONDITIONS

- 1. Agreement: This Purchase Order, consisting of these standard terms and conditions, and any attachments hereto, evidence acceptance by the City of Merced ("City") of the offer from the provider of goods and or services ("Supplier") which are the subject of this Purchase Order and constitutes a binding agreement upon the terms and conditions set forth herein without further action or agreement of Supplier. Any terms or conditions (including price and delivery dates) proposed by seller which are inconsistent with or in addition to these terms shall be void and of no effect unless and to the extent expressly accepted by purchaser in writing.
- 2. Performance, Delivery and Acceptance: Supplier shall supply the goods and or perform the services, with the schedule and term, as specified herein. Time is of the essence. All goods shall be delivered "free on board (F.O.B.) destination" to the location specified herein, full freight pre-paid except for special or expedited orders, which shall be agreed upon prior to shipment. Deliveries of goods shall be made without extra charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and to prevent potential damage from weather or transportation. City's Purchase Order numbers must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each shipment. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods pass to City only upon City's acceptance of such goods.
- 3. Compensation schedule: City shall make payment within thirty (30) calendar days upon acceptance of satisfactory completion of performance and or delivery of goods and receipt of related invoice(s). Supplier is responsible for all costs and expenses incident to the performance of this Purchase Order, including without limitation costs, taxes, and all other costs of doing business. City processes invoices for payment once each week. Supplier understands and agrees that the net payment period and cash discount period will extend to the date the invoices are paid.
- **4. Taxes:** Supplier shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods. Where a tax exemption is available, such tax shall be subtracted from the total compensation and identified.
- 5. Warranty: Supplier represents and maintains that it has the expertise in the professional calling necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Supplier's representations regarding its skills and knowledge. Supplier shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California. Supplier warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured pursuant to detailed design furnished by City, Supplier assumes design responsibility, and warrants that all goods shall be delivered or performed free of design defect and suitable for the purposes intended by City, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Supplier's warranties shall run to City and shall not be deemed to be exclusive. Supplier agrees to promptly replace or correct any incomplete, inaccurate or defective goods or services at no further cost to City when defects are due to the negligence, errors or omissions of Supplier.
- 6. Changes: City reserves the right by written notice to change the extent of the work covered by this Purchase Order, the time or place of delivery, the method of shipment or packaging, or to suspend work. Notice of change must be signed by the Director of Finance ("Director") or his/her designee. Upon receipt of notice, Supplier shall promptly make the changes in accordance with the terms of the notice. If the change will cause an increase or decrease in the cost of or time for performance, Supplier must deliver to City a statement showing the effect of any such changes within ten (10) calendar days of receipt of the City's notice of change. An equitable adjustment shall be negotiated promptly, and the Purchase Order modified in writing accordingly. Failure to submit the statement timely shall constitute Supplier's consent to perform the change without increase in compensation or time for performance. Changes may only be made in writing.
- 7. City Liability: If an article sold or delivered to purchaser is protected by a patent or copyright, seller agrees to indemnify, defend, save, and hold harmless purchaser from and against any and all suits, claims, judgments, and costs instituted or recovered against it on account of the use or sale of such article by the purchaser in violation of rights under such patent or copyright.
- **8. Termination for Default or Convenience:** City may, by written notice, terminate this Purchase Order in whole or in part for default: (i) if Supplier fails to timely deliver the goods, or perform the services, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed are incorrect or unsatisfactory; (iii) if Supplier fails to perform any of the other provisions of this Purchase Order, or so fails to make progress as to endanger performance of this Purchase Order; or (iv) if the Supplier becomes insolvent. If this Purchase Order is terminated for default, City, in addition to all the rights afforded by law, shall have the right to charge Supplier the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and City may offset any such charge against any amounts which had or may become payable to Supplier under this Purchase Order. City may, after thirty (30) days written notice to Supplier, terminate this Purchase Order without cause or penalty.

CITY OF MERCED PURCHASE ORDER TERMS AND CONDITIONS

- **9. Insurance:** When applicable, seller must provide satisfactory proof of general liability coverage at least as broad as ISO Form CG 0001 and automobile insurance both in the amount of not less than \$1,000,000 per occurrence/accident. The City of Merced must be named as an additional insured and receive a 30-day notice of cancellation. Additionally, seller shall maintain workers' compensation coverage as required by state law and the policy shall be endorsed to waive the insurer's subrogation rights against purchaser. Applicability of insurance requirement is the sole determination of the City.
- 10. Indemnity: To the fullest extent permitted by law, Supplier agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, against any claim, loss or liability (collectively "claims"), including without limitation claims for injuries or death to persons or damage to or destruction of property, including economic loss, caused by or resulting from the acts or omissions of supplier, its officers, agents, employees or subcontractors, in the performance of this purchase order, or the breach by supplier of any of its obligations under this Purchase Order. Supplier's obligation to protect, defend, indemnify, and hold harmless, shall specifically extend to any and all employment related claims of any type brought by employees, contractors, subcontractors or other agents of supplier. Supplier warrants that it is meeting its obligations under the Affordable Care Act ("ACT") and/or any other similar federal or state law, and willfully indemnifies and holds harmless City for any penalties, fines, adverse rulings, or tax payments associated with supplier's responsibilities under the act.
- 11. Licensing: Supplier warrants that it has complied with any and all state and local licensing requirements and agrees to provide proof of a current City of Merced Business License Tax certificate if supplier's company is located in or provides services in the City of Merced.
- 12. Nondiscrimination: Supplier and all of Supplier's subcontractors shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.
- 13. Assignability: Supplier shall not assign any of the work to be performed under this Purchase Order nor shall Supplier subcontract for complete or substantially completed goods or major components thereof without the Director's prior written consent.
- **14. Waiver**: Supplier agrees that City's waiver of any breach or violation of any provision of this Purchase Order, or acceptance of any performance, or tender of any payment, shall not be deemed a waiver of any other provision or any subsequent breach of the same or any other provision. City's inspection and warranty rights are not waived by payment or any other action by City.
- **15. Independent Contractor:** It is understood and agreed that Supplier and all person(s) employed or contracted by Supplier shall act as, and be, an independent contractor and not an employee, agent, joint venture, or partner of City. Supplier has full rights to manage its employees and contractors under this Agreement. Supplier shall retain the right to provide goods or perform services for others during the term of this Purchase Order.
- **16. Confidential Information:** All data, documents, discussions or other information developed or received by or for Supplier in performance of this Purchase Order are confidential and not to be disclosed except as authorized by City, or as required by law.
- 17. Supplier's Records: Supplier shall maintain all records evidencing or relating to performance and amounts charged to or paid by City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Supplier pursuant to this Purchase Order. Any such records shall be made available for inspection or audit, atany time during regular business hours, upon written request by City. Copies of such documents shall be provided to City for inspection at City Hall if requested and if practical to do so, otherwise records will be inspected at Supplier's business location.
- **18. Conflict of Interest**: Supplier certifies that no City officer, employee or authorized representative has any financial interest in the business of Supplier and that no person associated with Supplier has any interest, direct or indirect, which could conflict with the faithful performance of this Purchase Order. Supplier is familiar with the provisions of California Government Code section 8 7100, *et seq.*, and certifies that it does not know of any facts which would violate these laws. Supplier will promptly advise City if a conflict arises.
- 19. Severability: In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.
- **20. Governing Laws and Venue**: Supplier shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. The Laws of California shall govern this Purchase Order, and the venue of any action brought hereunder must be laid in or transferred to the County of Merced, State of California.



Cook's Communications Corp. is very proud of the fact that we have been providing quality products and services to thousands of satisfied customers throughout the San Joaquin Valley for nearly 75 years.

We employ a full-service team of trained and certified installers and technicians to meet all your installation and service needs. Our experienced team has a commitment to public safety and providing high-quality workmanship and customer service. We are now recognized throughout California as a "one-stop shop" for bumper-to-bumper upfitting and installation for all types of public safety and commercial vehicles.

Cook's Communications Corp. is a family-owned and operated business located in Fresno, California. Cook's Communications Corp. is certified as a small business by the State of California DGS. We hold a current business license for the City of Fresno.

Cook's takes pride in the fact that we have been doing business in the City of Fresno since 1946, from our original location in the beautiful Lowell neighborhood of downtown Fresno.

Small Business Certification ID 21456

City of Fresno Business License #11537

State of California Seller's Permit #22785185



Customer No.: MERCED FLEET

Quote No.: 15927

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: City of Merced Fleet Department

678 W 18th St Accounts Payable Merced, CA 95341-0000

Phone: (209) 385-6801

Ship To: City of Merced Fleet Department

1776 Grogan Ave

Bruno Pina Merced, CA 95341-0000

Phone: (209) 385-6801

	Email: pinab	@cityofmerc	ed.org	Email: pinab@cityofme	erced.org
Date		Ship Via	F.O.B.	Terms	
02/05/25	Dro	p Ship	Origin	Net 30	
Purchase Order Number		urchase Order Number Sales Person			Expiration Date
			David Burchfield		05/05/25
Quantity Required	Item	Number	Description	Unit Price	Amount
			25 FORD FPIU 8- PATROL BUILDS ***PARTS ONLY***		
8	VALR51J		Federal Signal 51" Valor 2 Color LightbarBar. SPECIY CONFIG Old p/n VALOR51	3031.0	24248.00
8	HKB-FPIU20	-HP	Fed Sig Hi Performance Hook Kit fits '21+ FPI Utility	0.0	0.00
8	PF200S17B		Federal Signal Pathfinder 200W Siren Amp with 17 Button Remote Controller	1302.0	10416.00
8	OBDCABLE2	25-2	Fed Sig OBDII Cable fits '20 FPI Utility	137.00	1096.00
8	ES100C		Federal Signal 100 watt Siren Speaker	0.00	0.00
8	ESB-U		Universal Siren Bracket for ES100 Siren	0.00	0.00
8	EXPMOD24		Fed Sig Expansion Module 24 Channel	265.00	2120.00
8	ES100C		Federal Signal 100 watt Siren Speaker	254.00	2032.00
8	ESB-U		Universal Siren Bracket for ES100 Siren	32.00	256.00
16	MPSW9-RBW	V	Fed Sig Micropulse WideAngle 9 LED Light R/B/W	184.00	2944.00
8	MPSMW9-FP	IU20MIR	Fed Sig Mirror Mnt Bracket Holds 1 MPSMW9 Light fits '20+ FPI Utility (Pair)	29.00	232.00
8	BK0802ITU20)	Setina PB450L4 Push Bumper 4 Fed Sig Micropulse Ultra	1087.00	8696.00



Customer No.: MERCED FLEET

Quote No.: 15927

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Email: sales@cookscom.com

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678 W 18th St Accounts Payable Merced, CA 95341-0000

Phone: (209) 385-6801

Email: pinab@cityofmerced.org

Ship To: City of Merced Fleet Department

1776 Grogan Ave Bruno Pina

Merced, CA 95341-0000

Phone: (209) 385-6801

05/0 ce	on Date 5/25 Amount
Expirati 05/0 ce	5/25
05/0 ce	5/25
05/0 ce	5/25
	Amount
49.00	
49.00	
43.00	2384.0
12.00	192.00
51.00	7608.00
02.00	11216.00
80.00	2240.00
80.00	2240.00
29.00	12232.00
31.00	2648.00
16.00	3328.00
22.00	2576.00
30.00	4480.00
11.00	3528.00
31.00	3848.00
	149.00 12.00 951.00 9051.00



Customer No.: MERCED FLEET

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Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: City of Merced Fleet Department

678 W 18th St Accounts Payable Merced, CA 95341-0000

Phone: (209) 385-6801

Email: pinab@citvofmerced.org

Ship To: City of Merced Fleet Department

1776 Grogan Ave Bruno Pina

Merced, CA 95341-0000

Phone: (209) 385-6801

	Email: <u>pinab</u>	@cityofmer	ced.org	Email: <u>pinab@cit</u>	<u>yofmerce</u>	d.org
Date		Ship Via	F.O.B.	Terms		
02/05/25	Dro	p Ship	Origin	N	let 30	
Purchase Order Number			Sales Person		Expiration Date	
			David Burchfield			5/05/25
Quantity Required	Item	Number	Description	Unit P	rice	Amount
8	FP-PLATINU	IM	Troy 4" Face Plate for FS Pathfinder 17 Button Control Head		0.00	0.0
8	FP-MXTL250	00	Troy 3" Face Plate for Motorola XTL2500 05/07 Remote Head		0.00	0.0
8	FP-BLNK1		1" Blank Troy Face Plate		0.00	0.0
16	FP-BLNK3		3" Blank Troy Face Plate		0.00	0.0
8	AC-INBHG		Troy 4" Dual Beverage Holder		51.00	408.0
8	AC-MCM1		Troy Mic Clip		15.00	120.0
8	MMSU-1		Magnetic Mic Conversion Kit	•	42.00	336.0
8	LF12ES-LED		Fed Sig Map Light 12" On/Off Switch Neck Extends from End of Chasis. Vertical Mount.		98.00	784.0
8	AC-SIDEARM	1-6	Troy 6" Arm Rest		93.00	744.0
8	CM-SDMT-SL	LED	Troy Heavy Duty Sliding Docking Station/Laptop Mount System Old p/n CM-SDMT-SL-GJ30		471.00	3768.0
8	7189B-BSS		Bussman 150amp Resettable Circuit Breaker Old p/n CB185-150		47.00	376.0
8	7615B-BSS		Blue Seas Solenoid/Timer. 120amp 12vdc Old P/N 7615B		123.00	984.0
8	5029B-BSS		12 Circuit Water Resistant Fuse Block w/Cover Old P/N 5029		42.00	336.00



Customer No.: MERCED FLEET

Quote No.: 15927

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: City of Merced Fleet Department

678 W 18th St Accounts Payable Merced, CA 95341-0000

Phone: (209) 385-6801

Email: pinab@cityofmerced.org

Ship To: City of Merced Fleet Department

1776 Grogan Ave Bruno Pina

Merced, CA 95341-0000

Phone: (209) 385-6801

Email: pinab@citvofmerced.org

			inali. <u>pinab@cityoffier</u>	ced.org	
Date	Ship Via	F.O.B.	Terms		
02/05/25	Drop Ship	Origin	Net 30		
Purchase Order Number		Sales Person		Expiration Date	
		David Burchfield		05/05/25	
Quantity Required	Item Number	Description	Unit Price	Amount	

 Subtotal
 118416.00

 Freight charges
 1256.00

 Sales tax @ 8.25000%
 9769.32

Total 129441.32

Thank You for Considering Cook's Communications



Customer No.: MERCED FLEET

Quote No.: 16274

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: City of Merced Fleet Department

678 W 18th St Accounts Payable Merced, CA 95341-0000

Phone: (209) 385-6801

Email: pinab@cityofmerced.org

Ship To: City of Merced Fleet Department

1776 Grogan Ave Bruno Pina

Merced, CA 95341-0000

Phone: (209) 385-6801

Email: pinab@citvofmerced.org

Jac City Office	siceu.org	
Terms		
Net 30		
	Expiration Date	
	05/05/25	
Unit Price	Amount	
_	THE PRICE	

*25 FORD FPIU*** 8- PATROL BUILDS **UNIT# TBD**

LIGHTING AND SIREN ****EQUIPMENT****

FEDERAL SIGNAL

		PROMO PACKAGE		
8	VALR51J	Federal Signal 51" Valor 2 Color LightbarBar. SPECIY CONFIG Old p/n VALOR51	3031.00	24248.00
8	HKB-FPIU20-HP	Fed Sig Hi Performance Hook Kit fits '21+ FPI Utility	0.00	0.00
δ	PF200S17B	Federal Signal Pathfinder 200W Siren Amp with 17 Button Remote Controller	1302.00	10416.00
8	OBDCABLE25-2	Fed Sig OBDII Cable fits '20 FPI Utility	137.00	1096.00
8	ES100C	Federal Signal 100 watt Siren Speaker	0.00	0.00
8	ESB-U	Universal Siren Bracket for ES100 Siren	0.00	0.00
8	EXPMOD24	Fed Sig Expansion Module 24 Channel ***********************************	265.00	2120.00
8	ES100C	Federal Signal 100 watt Siren Speaker	254.00	2032.00
8	ESB-U	Universal Siren Bracket for ES100 Siren	32.00	256.00

Thank You

MOUNTED UNDER EACH



Customer No.: MERCED FLEET

Quote No.: 16274

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: City of Merced Fleet Department

678 W 18th St Accounts Payable Merced, CA 95341-0000 Ship To: City of Merced Fleet Department

1776 Grogan Ave

Bruno Pina

Merced, CA 95341-0000

Phone: (209) 385-6801

Email: pinab@cityofmerced.org

Phone: (209) 385-6801

Email: pinab@cityofmerced.org

Date	Ship Via F.O.B.						
	02/05/25			TOTALIS			
	Purchase Order Number		Origin		Net 30		
Purchase Order Number			Sales Person		Expiration Date		
0			David Burchfield		05/05/25		
Quantity Required	Item	Number	Description	SERVICE SERVIC	Unit Price	Amount	
			SIDEVIEW MIRROR WILL FLASH RED/BLUE/WHITE MOTION IN CODE3 WILL FLASH RED/BLUE ONLY I CODE3 AND IN PARK WILL ACTIVATE STEADY WHIT THE ALLEY BUTTON ON EACH	WHEN IN			
16	16 MPSW9-RBW		Fed Sig Micropulse WideAngle 9 LED Light R/B/W		184.00	2944.00	
8	MPSMW9-FF	PIU20MIR	Fed Sig Mirror Mnt Bracket Holds 1 MPSMW9 Light fits '20+ FPI Utility (Pair)		29.00	232.00	
8	BK0802ITU20)	Setina PB450L4 Push Bumper 4 Fed Sig Micropulse Ultra fits '20 FPI Utility		1087.00	8696.00	
			THE 4 LIGHTS ON THE PUSHBUMPER WILL FLASH RED/BLUE/WHITE THE WHITE WILL BE SOLID ON THE TAKEDOWN IS ACTIVATED	WHEN			
			MOUNTING LOCATION AND FLASH PATTERN TO BE DETERMINED BY CUSTOMER AT TIME OF INSTALL				
16	MPS63U-RBV	V	Fed Sig Micropulse Ultra Trio. Red/Blue/White		149.00	2384.00	
16	MPSM6-LB		Generic L-Bracket for (1) MPS600		12.00	192.00	
			WILL INTEGRATE ANY OEM PURCHASED WARNING LIGHT OPTIONS				
			MISC HARDWARE				
8	PK1126ITU20	ТМ	Setina 10XL-C Partiton		951.00	7608.00	



Customer No.: MERCED FLEET

Quote No.: 16274

Phone: (559) 233-8818

Email: sales@cookscom.com

Quote To: City of Merced Fleet Department

678 W 18th St Accounts Payable Merced, CA 95341-0000

Phone: (209) 385-6801

Email: pinab@citvofmerced.org

Ship To: City of Merced Fleet Department

1776 Grogan Ave Bruno Pina

Merced, CA 95341-0000

Phone: (209) 385-6801

	Email: <u>pinab@cit</u>	ail: pinab@cityofmerced.org				
Date Ship Via			F.O.B.	F.O.B. Terms		
02/05/25	Up-F	It Shop	nop Origin		Net 30	
Purchase Order Number			Sales Person Ex			xpiration Date
	THE POST OF THE PO		David Burchfield		05/05/25	
Quantity Required	Item	Number	Description	Unit Pr	ice	Amount
			for 2020 Ford FPI U			
8	QK0566ITU2	0	Setina #12 Rear Partition Coated Poly w/replacement Seat & CP Seat Belts	1	402.00	11216.0
8	DK0100ITU20	0	Setina TPO Black Plastic Door Panels		280.00	2240.0
8	WK0514ITU2	0	Setina Window Barrier Steel Vertical		280.00	2240.0
8	3 TK0241ITU20		Setina Cargo Box req.'s 12vs or Freestand fits '20 FPI Utility	1	529.00	12232.0
8	TPA9289		Setina Cargo Box Accessory Cargo Radio Tray With No lock TRN		331.00	2648.0
8	WK0040ITU2	0	Setina 3 Piece Window Barrier System for Cargo Area 2020 FPI U	2	116.00	3328.0
8	SK0561ITU20		Setina Steel Skid Plate fits '20 FPI Utility	3	322.00	2576.00
8	FK0400ITU20		Setina PB5 Fender Wraps fits '20 FPI Utility	Ę	560.00	4480.00
8	GK10301S1U	HK	Setina Dual Weapon Rack 1 Small 1 Univ XL Lock Handcuff Key	2	141.00	3528.00
			CONSOLE EQUIPMENT			
8	CC-UV20-L-18	3	Troy 18" VS Console fits '20 FPI Utility	4	81.00	3848.00
8	FP-PLATINUN	1	Troy 4" Face Plate for FS Pathfinder 17 Button Control Head		0.00	0.00
8	FP-MXTL2500)	Troy 3" Face Plate for Motorola XTL2500		0.00	0.00



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678 W 18th St Accounts Payable Merced, CA 95341-0000

Phone: (209) 385-6801

Fmail: pinah@citvofme

Ship To: City of Merced Fleet Department

1776 Grogan Ave Bruno Pina

Merced, CA 95341-0000

Phone: (209) 385-6801

	Email: pinab	@cityofmerced.	org	Email: pinab@cityofmerce	ed.org		
Date		Ship Via	F.O.B. Terms				
02/05/25	Up-F	It Shop	Origin	Net 30			
Purchase (Order Number	-	Sales Person	Ext	piration Date		
		Ad-	David Burchfield		05/05/25		
Quantity Required	Item	n Number	Description	Unit Price	Amount		
			05/07 Remote Head				
8	FP-BLNK1		1" Blank Troy Face Plate	0.00	0.0		
16	FP-BLNK3		3" Blank Troy Face Plate	0.00	0.0		
8	AC-INBHG		Troy 4" Dual Beverage Holder	51.00	408.0		
8	AC-MCM1		Troy Mic Clip	15.00	120.0		
8	MMSU-1		Magnetic Mic Conversion Kit	42.00	336.0		
8	LF12ES-LED		Fed Sig Map Light 12" On/Off Switch Neck Extends from End of Chasis. Vertical Mount.	98.00	784.0		
8	AC-SIDEARN	Л-6	Troy 6" Arm Rest	93.00	744.0		
8	CM-SDMT-SI	L-LED	Troy Heavy Duty Sliding Docking Station/Laptop Mount System Old p/n CM-SDMT-SL-GJ30	471.00	3768.0		
			CUSTOMER PROVIDED GAMB JOHNSON DOCKING STATION AND POWER SUPPLY	ER			
			MISC INSTALLTION PARTS				
8	7189B-BSS		Bussman 150amp Resettable Circuit Breaker Old p/n CB185-150	47.00	376.0		
8	7615B-BSS		Blue Seas Solenoid/Timer. 120amp 12vdc Old P/N 7615B	123.00	984.0		
8	5029B-BSS		12 Circuit Water Resistant Fuse Block w/Cover Old P/N 5029	42.00	336.0		
8	5029 FPI MN	T BRKT	Mounting Bracket for 5029	50.00	400.0		
					.00.00		



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Merced, CA 95341-0000

Phone: (209) 385-6801

	Email: <u>pinab</u>	<u>@cityofmerced.o</u>	rg	Email: pin	ab@cityofmerce	d.org	
Date		Ship Via	F.O.B.		Terms		
02/05/25	Up-F	It Shop	Origin		Net 30		
Purchase C	Order Number		Sales Person		Exp	piration Date	
		раносиполительной и по	David Burchfield		05/05/25		
Quantity Required	Iten	n Number	Description	And a second sec	Unit Price	Amount	
			Fuse Block. Fits '13 FPI Utility				
8	5080		Relay Ignition Sense		14.00	112.00	
8	NUS-2X		Nu-Tech Roof Entry Port		25.00	200.00	
8	MATERIALS		Installation Material Bundle		400.00	3200.00	
312.000 LAISREG			Shop Installation 8 Vehicles @ 39hrs each WILL INCLUDE INSTALLTING , CUSTOMER PROVIDED MOTO RADIO THATWILL INCLUDE A REQUIRED PARTS NEEDED T IT AND A CUSTOMER PROVID GAMBER JOHNSON DOCKING	DROLA LL TO INSTALL DED	165.00	51480.00	
			Subtotal Freight c Sales tax	harges 〈@ 8.35000%		173808.00 1256.00 10214.39	
			Total			185278.39	

Thank You for Considering Cook's Communications